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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
Southern Division

ANTHONY NOBLES,
Plaintiff,

V

THEVAULTMS.COM, A Mississippi
Limited Liability Company,
SONICBIDDER.COM, a Delaware
Limited Liability Company, and
JERRY D. PASS, an individual, and
DOES 1 through 10, inclusive,
Defendants.

THEVAULTMS.COM, A Mississippi
Limited Liability Company,
SONICBIDDER.COM, a Delaware
Limited Liability Company, and
JERRY D. PASS, an individual,

Counter-claimants,

V

ANTHONY NOBLES,
Counter-defendant.

Case No. 8:23-cv-00704-JWH (KESx)

ANSWER TO COMPLAINT BY
DEFENDANTS
THEVAULTMS.COM,
SONICBIDDER.COM AND JERRY
D. PASS AND
COUNTERCLAIM BY
THEVAULTMS.COM AND JERRY
D. PASS AGAINST ANTHONY
NOBLES

Judge: Hon. John W. Holcomb

ANSWER TO COMPLAINT BY DEFENDANTS THE VAULTMS.COM, SONICBIDDER.COM AND JERRY D.
PASS AND COUNTERCLAIM AGAINST ANTHONY NOBLES

ANSWER

Defendants THEVAULTMS.COM, LLC, a Mississippi Limited Liability Company, (“THEVAULT”), SONICBIDDER.COM, LLC, a Delaware Limited Liability Company, (“SONIC”) and JERRY D. PASS, an individual (“PASS”), hereinafter collectively referred to as “Defendants”, submit this Answer to the Complaint filed herein by Anthony Nobles (“NOBLES”).

1. Defendants, and each of them, specifically deny the allegations contained in the following paragraphs of the Complaint:

10, 16, 17, 22, 25, 26, 27, 28, 31, 32, 33, 36 through 107, inclusive, 109 through 118, inclusive, 120 through 132, inclusive, 134 through 139, inclusive, 141 through 148, inclusive, 150 through 154, inclusive, 156 through 159, inclusive, 161 through 165, inclusive, Eighth Claim for Relief paragraphs erroneously numbered 2 through 4, inclusive, Ninth Claim for Relief paragraphs erroneously numbered 6 through 8, inclusive, and Tenth Claim for Relief paragraphs erroneously numbered erroneously numbered 3 through 18,

2. Defendants, and each of them, deny in part the following paragraph of the Complaint as noted for each 13, “Defendants conducted business within this judicial district, and to the extent this complaint alleges facts and claims arising out of a written contract, that contract was negotiated and formed in this judicial district, and a substantial part its performance took place in this judicial district.”

3. Defendants, and each of them, lack sufficient information on which to admit or deny the allegations of the following paragraphs, and on that basis deny the same:

3, 4, 5, 15, 18, 19, 20, 34,

4. The following paragraphs do not require a response:

ANSWER TO COMPLAINT BY DEFENDANTS THE VAULTMS.COM, SONICBIDDER.COM AND JERRY D. PASS AND COUNTERCLAIM AGAINST ANTHONY NOBLES

1 1, 2, 9, 11, 12, 14, 108, 119, 133, 140, 149, 155, 160, the first paragraph of the
2 Eighth Claim for relief erroneously numbered “1”, first paragraph of the Ninth Claim
3 for relief erroneously numbered “5”, first paragraph of the Tenth Claim for relief
4 erroneously numbered “1”.

5 AFFIRMATIVE DEFENSES

6 5. Any performance by any Defendants herein was excused by failure of
7 consideration on the part of Plaintiff.

8 6. Any recovery by Plaintiff should be be offset by the amount owed to Defendant
9 as described hereinbelow.

10 7. Plaintiff should take nothing under the Complaint by operation of the doctrine
11 of unclean hands.

12 8. Plaintiff’s claim for breach of any oral agreement alleged in the Complaint is
13 barred by the applicable statute of limitations set forth at *California Code of Civil*
14 *Procedure* ¶339.

15 9. Defendants, and each of them, allege as a separate and distinct affirmative
16 defense each and every claim set forth in the counterclaim filed concurrently with this
17 Answer.

18 COUNTER-CLAIM

19 10. THEVAULTMS.COM, LLC, a Mississippi Limited Liability Company,
20 (“THEVAULT”), and JERRY D. PASS, an individual (“PASS”), hereinafter
21 collectively referred to as “COUNTERCLAIMANTS”, assert the following claims
22 against Anthony Nobles (“NOBLES”).

23 FACTUAL BACKGROUND

24 11. In or about late Spring, 2021, NOBLES contacted THEVAULT to inquire as to
25 the purchase of a vehicle then being offered for sale. Thereafter he spoke with PASS
26 to discuss the potential purchase of said vehicle. During that initial conversation,
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1 NOBLES described several vehicles he represented that he owned, and expressed an
2 interest in selling some of the vehicles. On information and belief, said representations
3 were intended to be believed by PASS when made.

4 12. PASS had been an auctioneer for decades, and at the time of the above
5 described call he had an interest in an auction platform that conducted online live
6 auctions of automobiles, and an interest in THEVAULT, a business that bought, sold
7 and traded in classic, muscle and exotic automobiles. The vehicles described by
8 NOBLES appeared, to PASS, to have marketable value. NOBLES represented that he
9 was a doctor who owned the vehicles that were in his “private museum” located in
10 Fountain Valley, California. On information and belief, said representations were
11 intended to be believed by PASS when made. NOBLES claimed that he would like to
12 sell some of the vehicles in the museum and other vehicles that he owned, and PASS
13 advised that he would need to see the vehicles before agreeing to market them.

14 13. On June 30, 2021, PASS traveled to California to view the vehicles *in situ*. He
15 was able to see them there, and they appeared to be marketable. He and NOBLES
16 discussed some of the arrangements under which some of the cars could be marketed.
17 PASS learned that NOBLES also wished to sell one or more vehicles that were not
18 located at the “private museum” in California.

19 14. During this visit, NOBLES showed PASS a business property occupied by what
20 NOBLES describes as his business, told PASS that NOBLES held two (2) PhD.
21 degrees, and used the honorific “Doctor” in reference to himself.

22 15. After the conclusion of the visit, on July 1, 2021, PASS returned home to
23 Mississippi. A copy of the standard sales agreement then used by THEVAULT was
24 transmitted to NOBLES for review. PASS and NOBLES discussed the terms further,
25 and NOBLES made changes to the agreement. NOBLES wished the commission to be
26 lowered and modification of other terms of the agreement, and after making changes,

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1 returned the agreement to PASS. NOBLES and PASS executed the agreement.

2 16. NOBLES had also claimed to have international financial contacts and partners
3 and that he was a part of an international financial consortium from whom he could
4 secure capital for business expansion. NOBLES expressed his interest in the online
5 auction platform used by PASS, indicating that he felt PASS should expand to an
6 international market and describing grand plans for NOBLES to assist with such an
7 expansion through his international financial partners.

8 17. After execution of the sales agreement, PASS arranged, with the assistance of
9 staff of THEVAULT, for the transport of vehicles from California to Mississippi for
10 inclusion in upcoming auction events. In the arrival of the vehicles, they were
11 delivered to the warehouse of THEVAULT, and inspected by THEVAULT's
12 personnel, in order to determine their actual condition. PASS requested that NOBLES
13 provide him the requisite proofs of ownership for all of the vehicles that had been
14 transported.

15 18. During this period, NOBLES took possession of two vehicles from
16 THEVAULT, a 1957 Ford Thunderbird and a Ford F550 truck, for which he agreed to
17 pay a price total price of \$156,250.00 and for which an invoice was sent to him,
18 memorializing the agreement for the purchase of said vehicles. To date, he has never
19 paid the agreed purchase price those two vehicles. THEVAULT indicated, in interim
20 reports requested by NOBLES, that said sum would be offset against any amounts
21 owing to NOBLES under the Sales Agreement.

22 19. After inspection of the vehicles and proofs of ownership, PASS learned that
23 some vehicles had undisclosed defects and repairs, and also that some had issues with
24 proof of ownership. PASS also learned that some of the vehicles were not owned by
25 NOBLES at all, but by corporate entities in which NOBLES held an interest, which
26 raised questions as to his right to sell the vehicles.

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1 20. The nature of an auction is such that bids are placed for items sold, and the
2 highest bidder wins. The seller is able to place a “reserve”, indicating the minimum
3 amount they will accept in exchange for the item. The auctioneer is paid a commission
4 by the seller and a buyer premium by the buyer. In preparation for auction events,
5 THEVAULT incurs costs for cleaning, inspecting and repairing vehicles offered, and
6 for photographing and marketing them, including adding them to catalogs of
7 upcoming auction to generate interest and distributing information about them in
8 social media channels.

9 21. At the auctions where vehicles that had been the subject of the sales agreement
10 referenced herein were offered, NOBLES had set reserves of his choosing. In some
11 cases, where the reserve was not being met, he opted to lower the reserve. In some
12 instances, he did not modify the reserve, choosing to buy the vehicle back. Some
13 vehicles were purchased by THEVAULT as the highest bidder.

14 22. After sales of the vehicles that were the subject of the sales agreement,
15 NOBLES requested and received interim reports as the events were tallied. Those
16 reports were, by their nature, incomplete, which was known to NOBLES. After a
17 complete review of all sales, THEVAULT was owed \$28,330.00 in commission,
18 \$69,175.00 for buyer premium incurred by NOBLES as a result of “no-sales”,
19 \$732.00 in reimbursable expenses for repairs to the vehicles, as well as additional
20 monies for commission of vehicles sold with the permission of NOBLES prior to
21 auction, plus the premiums and commissions incurred by way of buybacks by
22 NOBLES of vehicles consigned for auction in an amount between \$168,050.00 and
23 \$336,100.00, according to proof.

24 23. On November 24, 2021, NOBLES was sent \$124,320.00 by wire and on
25 December 16, 2021 he was sent another \$304,550.00 by wire, for a total of
26 \$428,870.00.

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24. During the period between June 2021 and November 2021, NOBLES requested from PASS on a number of occasions the disclosure of financial information that NOBLES claimed was to be used to raise capital in order to expand the business of PASS to an international reach. NOBLES told PASS that NOBLES was in talks with an international banking group and that he had met with them while at the Monaco Grand Prix. NOBLES sent PASS a document titled "EXECUTIVE SUMMARY" that was prepared by or at the direction of NOBLES for PASS to review and sign, which described the business known as SONICBIDDER.COM, LLC, and its operations and presented it as an investment opportunity, which PASS understood to be a part of the efforts NOBLES was making to raise capital through attracting investors. In November, 2021, NOBLES stated to PASS that he had secured a loan of \$5,000,000.00 for PASS, and then stated that the funds would be divided one half to PASS and one-half to NOBLES. At this point, PASS reflected that this was a loan to him that would have to be repaid by him, but that NOBLES was proposing to receive one half of the loan proceeds. The transmission of the "EXECUTIVE SUMMARY" was by way of a request that it be electronically signed through the Adobe platform, by which the recipient clicks on portions of a document presented for signature, and which PASS clicked, so that it bears a digital representation of having been signed by him. It also included an amendment to the sales agreement than had not previously been discussed with or presented to PASS or any representative of THEVAULT, and which purported to modify the terms of the sales agreement, establishing an amount "owed" to NOBLES which NOBLES knew to be inaccurate. PASS clicked the document believing that he was electronically signing the "EXECUTIVE SUMMARY", and as a result also clicked the amendment to the sales agreement.

25. PASS had been previously impressed by the fact that NOBLES indicated that he was a doctor and that he ostensibly held two PhD. degrees, as well as a large

1 collection of cars and property holdings. When it became clear that NOBLES intended
2 to arrange a loan and take half the proceeds, leaving PASS to repay the entire amount,
3 PASS took stock and opted to not provide NOBLES any further financial information.
4 Pass later learned that the representations by NOBLES that he was a doctor and that he
5 held two (2) PhD. degrees were false and misleading. On information and belief, said
6 representations were intended to be believed by PASS when made.

7 INTENTIONAL MISREPRESENTATION

8 (By PASS and THEVAULT against NOBLES)

9 26. On information and belief, PASS and THEVAULT allege that the following
10 representations were made by NOBLES, that they were false when made, that
11 NOBLES knew or should have known that they were false when made, and that it was
12 the intent of NOBLES that they be believed and relied upon, and further that they
13 were reasonably relied upon by PASS and THEVAULT as described below:

- 14 a. That NOBLES is or was a doctor;
- 15 b. That NOBLES held a Doctor of Philosophy degree;
- 16 c. That NOBLES owned all of the vehicles located in his “private museum”;
- 17 d. That NOBLES owned all of the vehicles that were the subject of the sales
18 agreement;
- 19 e. That NOBLES had the ability to assist in raising capital through legitimate
20 means;
- 21 f. That NOBLES had international financial contacts and partners and that he
22 was a part of an international financial consortium from whom he could secure capital
23 for business expansion;
- 24 g. That NOBLES intended to pay the \$156,250.00 for the two vehicles he took
25 from THEVAULT; and
- 26 h. That NOBLES had the experience and ability to secure financing as

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1 described above

2 i. That NOBLES intended to raise capital for PASS and THEVAULT of
3 Five Million Dollars (\$5,000,000) for the purpose of expansion of the operations of
4 SONIC and THEVAULT.

5 27. Taken together, these representations created the impression that NOBLES was
6 a legitimate businessman who owned a substantial collection of value, and that he
7 could raise capital for expansion of THEVAULT's business through an international
8 consortium, and that he would and later was pursuing said capital investment, and
9 THEVAULT and PASS are informed and believe and based thereon allege that
10 NOBLES intended that impression to be created, though he knew the representations
11 to be inaccurate when made and that the intended impression referenced above to be
12 created, and knew it to be an inaccurate impression that would be drawn from false
13 representations.

14 28. In fact, THE VAULT and PASS allege on information and belief that NOBLES
15 was not a doctor, his purported doctoral degrees were obtained from a diploma "mill"
16 that issued him degrees without his having attended any course of study for said
17 degrees, he did not own all of the vehicles located in his "private museum", he did not
18 own all of the vehicles that were the subject of the sales agreement, did not have the
19 ability to assist in raising capital through legitimate means, that he did not have
20 international financial contacts and partners and that he was not a part of an
21 international financial consortium, that he did not have the experience and ability to
22 secure financing as described above, and that he did not intend to pay the \$156,250.00
23 for the two vehicles he took from THEVAULT. PASS and THEVAULT allege that
24 said representations were made by NOBLES with the intent to induce PASS and
25 THEVAULT to continue to market vehicles that were subject to the sales agreement,
26 to forego payment owing for the Ford Thunderbird and Ford F550 and instead offset

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1 the payment owing for said vehicles against future commission to be earned by
2 THEVAULT and NOBLES did not intend to raise capital for PASS and THEVAULT
3 of Five Million Dollars (\$5,000,000) for the purpose of expansion of the operations of
4 SONIC and THEVAULT.

5 29. In reasonable and justifiable reliance on the representations of NOBLES as
6 described above, PASS provided NOBLES sensitive and private personal and
7 corporate financial information pertaining to himself and to THEVAULT, authorized
8 the disclosure of said information to third parties, and incurred expenses associated
9 with obtaining, processing and transmitting said information to NOBLES.

10 Additionally, in reasonable and justifiable reliance on said representations,
11 THEVAULT incurred expenses in transporting vehicles from California to
12 Mississippi, and in inspecting, repairing, cleaning and marketing said vehicles for
13 auction, and further allowed NOBLES to obtain possession and title to the Ford
14 Thunderbird and Ford F550 without having made payment therefore, foregoing
15 collection of the price thereof to a later date.

16 30. Further, NOBLES, through his representative, presented to PASS a document
17 purporting to be an "Executive Summary" important to the effort to secure
18 investment, in which was integrated an otherwise unrelated document titled
19 "AMENDMENT TO SALES AGREEMENT", and requiring the signature of PASS.
20 Based on the representations by NOBLES that NOBLES had the means and ability to
21 secure capital investment, and in reasonable and justifiable reliance upon said
22 representations, PASS believed that he was to sign the "Executive Summary", and
23 was doing so, but mistakenly electronically executed the AMENDMENT TO SALES
24 AGREEMENT".

25 31. As a direct and proximate result of the foregoing, THEVAULT was damaged in
26 an amount to be proven at trial in that THEVAULT forestalled collection of sums due
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1 and deferred payment to a later date, incurred expenses as described above in both the
2 marketing of NOBLES's vehicles and in preparing and transmitting financial
3 information to NOBLES, and in the erroneous execution of the amendment to the
4 sales agreement.

5 32. As a direct and proximate result of the foregoing, PASS was damaged in an
6 amount to be proven at trial in that PASS incurred expenses as described above in
7 preparing and transmitting financial information to NOBLES, and in the erroneous
8 execution of the amendment to the sales agreement.

9 NEGLIGENT MISREPRESENTATION

10 (By PASS and THEVAULT against NOBLES)

11 33. Counterclaimants incorporate and reallege each and every preceding paragraph
12 of this Counterclaim as though set forth in full hereat.

13 34. THEVAULT and PASS allege in information and believe that foregoing
14 representations by NOBLES without reasonable grounds for believing them to be true.

15 PRAYER FOR RELIEF

16 WHEREFORE, Defendants, and each of them, pray as follows:

17 ON THE COMPLAINT

18 1. The dismissal of the Complaint with prejudice and without recovery, and a
19 judgment in favor of defendants;

20 2. That defendants recover costs incurred because of this suit, including
21 reasonable attorneys fees incurred; and

22 3. Any further relief that this court may deem just and proper.

23 ON THE COUNTER-CLAIM

24 1. For damages for intentional and negligent misrepresentation in an amount to be
25 proven at trial;

26 2. For rescission of any purported amendment to the sales agreement;

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1 3. For costs incurred because of this suit, including reasonable attorneys fees
2 incurred; and

3 4. Any further relief that this court may deem just and proper.

4 Dated: July 3, 2024

5 Schiff & Shelton

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8 /s/ Ralph C. Shelton II
9 Ralph C. Shelton II, Esq.
Attorneys for Defendants TheVaultMS.com, and
Sonicbidder.com and Jerry D. Pass

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